

Huntington GIS 3561502 4

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (Agreement) is made by and between The Schneider Corporation (Schneider), an Indiana Corporation, and Huntington County, ("Owner"), a County Government on January 25th, 1999.

SCHNEIDER
The Schneider Corporation
3020 North Post Road
Indianapolis, Indiana 46226
(317) 898-8282

OWNER
Huntington County
201 N. Jefferson Street
Huntington, In. 46750

Owner intends to contract for **GIS PROFESSIONAL SERVICES** (Project).

Project Name: **Huntington County GIS**
Sec/Twp/Rg:

Common Location: Huntington County, Indiana
County: Huntington County

AGREEMENT

For and in consideration of the mutual promises contained in this Agreement, Schneider and Owner agree as follows:

1. **Scope of Services.** Schneider shall provide Owner with professional services in connection with the Project as described in Scope of Services (Attachment A). Schneider shall use the standard of care typically exercised in conducting professional practices outlined in the Scope of Services.
2. **Schedule of Services.** Schneider shall start and complete work as set forth in the Scope of Services. Schneider shall conduct the work in an expeditious manner subject to limitations such as weather, information acquisition, communications and other factors outside of Schneider control. Both parties recognize that the schedule of services is subject to factors that may be unknown at the time of this Agreement. If modifications, changes or adjustments of these terms and conditions become necessary, such modifications shall be made in accordance with paragraph No. 8 below.
3. **Authorizations to Proceed.** Unless specifically provided otherwise in the Scope of Services, Owner shall give Schneider authorizations to proceed prior to Schneider commencing work for each Task/Layer. Authorizations may be in writing, or may be verbal, with subsequent confirmation in writing.
4. **Owner Responsibilities:** Owner shall do the following in a timely manner so as not to delay the services of Schneider: (1) Designate in writing a person to act as Owner representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions and receive information with respect to Schneider services for the Project. Schneider may rely fully on information and instructions provided by Owner's representative. Hereinafter, all references in this Agreement to Owner mean Owner or Owner Representative. (2) Provide all criteria and full information as to Owner requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, and furnish copies of all data needed to create the Project. (3) Assist Schneider by placing at Schneider disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project; all of which Schneider may use and rely upon in performing the services under this Agreement. (4) Give prompt written notice to Schneider whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of Schneider services, or any defect or nonconformance in the work of any contractor.
5. **Payment for Services.** Owner shall compensate Schneider for services rendered according to Schedule of Fees (Attachment B). These rates are agreed to in anticipation of the orderly and continuous progress of the Project through completion. Subject to approval of Huntington County Council and the Indiana State Board of Tax Commissioners.
6. **Payment Terms.** Owner agrees to pay all fees within 60 days of the date of the invoice.
7. **Invoicing.** Detailed billings will be provided on a monthly basis.
 - A. **Fixed Fee** - The invoices will be based on Schneider estimate of the proportion of time spent on each phase of the project at the time of billing relative to the total fee for those phases.

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8. **Term and Termination.** Schneider obligation to render services under this Agreement will extend for a period which may reasonably be required for the services to be provided, including extra work and required extensions. If payment is not received within 60 days of the date of invoice, Schneider reserves the right, after giving seven days notice to Owner, to suspend services to the Owner or to terminate this Agreement. Schneider shall not be liable to Owner or any third parties for any damages caused by the suspension or termination of work for non-payment. Should Schneider and Owner be unable to agree on modifications to the Scope of Services and/or Fee Schedule as outlined in Paragraph No. 8, Schneider shall have the right to terminate this Agreement upon seven days written notice to Owner. Owner may terminate this Agreement for any reason or without cause upon thirty days written notice to Schneider. If any work covered by this Agreement is suspended, terminated or abandoned, the Owner shall compensate Schneider for services rendered to the date of written notification of such suspension, termination or abandonment.
9. **Cost Estimates.** Schneider has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor methods of determining prices, or over competitive bidding or market conditions. Schneider opinions of probable total Project costs are made on the basis of Schneider experience and qualifications and represent Schneider best judgment as an experienced and qualified professional, familiar with the GIS industry. Schneider cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable costs prepared by Schneider.
10. **Assignment.** Neither Schneider or Owner shall assign, sublet or transfer any rights under or interest in this Agreement without prior written consent of the other party. Any assignments shall be of all rights, obligations, interest and responsibilities hereunder. Nothing in this paragraph shall prevent Schneider from employing independent professional associates and consultants to assist in the performance of the services hereunder, upon prior approval by Owner.
11. **Rights and Benefits.** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Owner and Schneider, and all duties and responsibilities pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Schneider and not for the benefit of any other party. All reports, field notes, drawings, and any other documents, data or information prepared by Schneider in conjunction with the services provided for under this Agreement shall remain the sole property of Huntington County.
12. **Successors.** This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.
13. **Applicable Law.** The terms and conditions of this Agreement are subject to the laws of the State of Indiana.
14. **Retainage.** Under this Agreement the Owner reserves the right to retain 10% of the cost of each Task/Layer until the Task/Layer has been accepted by the Owner, by meeting the terms and conditions of this contract. The retainage will be released to The Schneider Corporation within 30 days of acceptance.

This Agreement, consisting of nine pages, constitute the entire Agreement between Owner and Schneider and supersede all prior written or oral understandings related thereto. IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized official or agent.

OWNER

By: Terry R. Abbett
Print: Terry R. Abbett
Title: Co. Comm - President
Date: 1-25-99

Schneider

The Schneider Corporation

By: [Signature]
Print: ANDREW HARRISON
Title: GIS Project Manager
Date: 1/27/99

ATTACHMENT A SCOPE OF SERVICES

PROJECT NAME: Huntington County GIS

Schneider shall provide Owner with professional and related services in connection with the Project as described below:

Schneider agrees to provide the following in accordance with the Huntington County GIS Procedures Manual dated November 17th, 1998:

- 1.) Provide Owner with GIS Consulting
- 2.) Consult with Owner upon request.
- 3.) Consult with any and all county governmental agencies reasonably necessary in order to render advice or services requested by Owner.
- 4.) Provide Owner with the following Geographic Information Services (GIS) Task/Layers:
 - Survey Monumentation Network creation
 - Photography creation
 - Parcel Conversion
 - Soils Conversion
 - Land Use Creation
 - Neighborhood Boundary Conversion
 - Legal Drains Conversion
 - Registered Livestock Boundary Conversion
 - Flood Plain Conversion
 - Zoning Map conversion
 - GIS Training
 - GIS Applications
- 5.) Phases of this project will develop over time. Each phase will receive a written notice for Authorization to Proceed. Notices will need to be signed by the Owners representative before work will begin.

Owner shall provide to Schneider the following:

Access and copies to the necessary existing Owner data required to support the Geographic Information System, such as but not limited to copies of deeds, tax maps, plats, digital files, and existing control.

Copies of the current Manatron "Atek" database need to link to the GIS.

Coordination and cooperation in scheduling and conducting meetings and training with community personnel.

An office or room suitable for conducting meetings.

**ATTACHMENT B
FEE SCHEDULE
FIXED FEE**

PROJECT NAME: **Huntington County GIS**

Owner shall compensate Schneider for services rendered in accordance with the following:

Fixed Fee:

<i>Task / Layer</i>	<i>Investment</i>
Survey Monumentation Network creation & Photography creation	\$250,000.00
Parcel Conversion - 23,500 Parcels	\$157,450.00
Soils conversion	\$43,200.00
Land Use Creation	\$50,000.00
Neighborhood Boundary Conversion	\$25,000.00
Legal Drains Conversion	\$20,000.00
Registered Livestock Boundary Conversion	\$8,500.00
Flood Plain Conversion	\$15,000.00
Zoning Map conversion	\$15,000.00
GIS Training	\$15,000.00
GIS Applications	\$25,000.00
<i>Total</i>	<i>\$624,150.00*</i>

* This Fee schedule reflects work being performed in 1999 and 2000.

DESIGNATION OF OWNER's REPRESENTATIVE

PROJECT NAME: **Huntington County GIS**

In accordance with Paragraph 4(1) of Professional Services Agreement between Owner and Schneider, dated and respectively, Owner hereby designates **Huntington County Commissioners**, to act as Owner representative with respect to the services to be rendered under this Agreement. This designee shall have complete authority to transmit instructions and receive information with respect to Schneider services for the Project unless or except as outlined below.

X No Exceptions

_____ Exceptions (List below)

OWNER

By:

Terry R. Abbett

Print:

Terry R. Abbett

Title:

Pres. Co. Commissioner

Date:

1-25-99

**AUTHORIZATION TO PROCEED
(Phase II - GIS Production)
PROJECT NAME: Huntington County GIS**

In accordance with Paragraph 3 of the Professional Services Agreement between Owner and Schneider, dated: 1-25-99, Schneider is hereby authorized to proceed on the following phases of the project:

1.) Survey Monumentation Network & Photography creation: - \$250,000.00

The scope of this project will require ground control in the form of two hundred (200)

The basis for this selection will be the County Surveyor's section corner map, which reflects existing monumented corners.

Out of the two hundred (200) needed section corner locations one hundred seventy two (172) points will need to be recovered. The Schneider Corporation will recover one hundred seventy two (172) points as part of this contract. The other points; nineteen (19) are photo panel points, five (5) points located in the GIS Pilot area and three (3) that will be recovered by the County Surveyor.

Section corner recovery will be done to the maximum depth of twelve inches (12"). Should the GPS crew be unable to locate the section corner the point will be located based on the County Surveyor's section corner reference ties and a survey nail will be set. With the weather cooperating the GPS control will be in place by March 1st, 1999.

If a selected section corner is unsuitable or if substantial interference with satellite signals occurs then the selected section corner will be dropped and a new point will be added. The County Surveyor will be consulted if possible prior to selection of a new point.

Schneider will deliver a report with each control points point number, northing, easting, elevation, and description.

Once the ground control is in place and the weather cooperates Atlantic Technologies will begin taking photos.

The aerial mission will be planned to proceed with photography after the last week in February 1999 and before the onset of the spring vegetation. The photography will not be obtained should haze, snow, dust, floodwaters, or other environmental factors be present and obscuring ground detail. Clouds and /or their shadows shall not appear in the photography. The mission should be flown with no less than 30° sun angle which is typically between 10am and 2pm to help reduce shadows from trees, buildings, hills, etc.

The Owner will have county-wide black & white coverage at 1"=1700' negative scale with 60% forward overlap and 1"=400' negative scale black & white coverage with 60% forward overlap of the five urban areas (approximately 30 square miles) within the county.

Atlantic Technologies will produce two sets of contact prints for each scale of photography; one will be for Owner and the other for The Schneider Corporation to use for GPS control. Atlantic will use Fully Analytical Aerial Triangulation to extend the newly established control throughout the county and the six urban areas within the county.

The film negatives will be scanned at 14 microns original (1814 dpi) and scan ground resolution of 0.94' at 1"=1700' and 0.22' at 1"=400'. The final map scale of the county-wide coverage will be 1"=200' scale orthophotos at a 1.0' pixel resolution with planimetrics (373 - 1 section orthophotos). The six urban areas will be mapped with 1"=50' scale orthophotos at a 0.25' pixel resolution with planimetrics (304 - 1/8 section orthophotos).

Orthophoto DEM data sets with planimetrics will be delivered in AutoCAD on CD-ROM. Planimetrics includes edge of pavement, road centerline, railroad centerline, hydrography, and bridges. The digital orthophotos will be also delivered in the form of TIF/TFW files.

2.) Parcel Conversion: - Not to exceed 8,655 parcels at \$58,000.00

Creation of the right-of-way (ROW) lines from the Huntington County Right-of-way book located in the Surveyor's office. Only primary ROW lines outside of subdivisions will be converted, followed by the subdivision boundaries. The ROW lines included within subdivisions will come from the existing Auditor's AutoCAD drawings and modified to conform with the adjusted subdivision position and Digital Orthophotography. Linework which adjoins previously converted areas are "snapped" to the previously converted feature.

Parcel Conversion: Loading the digital orthophoto on the screen and the corresponding Auditor's AutoCAD file. The County's parcel drawings will be converted from their current coordinate system, to the system created by the GPS control points and used by the digital orthophotos prepared for the City, Towns and County. In addition, it will be necessary to adjust individual parcels, subdivisions, and rights-of-way to conform to the ground location of fence lines, tree rows, water features and roadways as depicted on the digital orthophotos. In any event, time spent on an individual drawing will not exceed two hours. If an area can not be resolved in that time, it will be referred to the attention of the Auditor's office for further study.

Should there be significant discrepancies between the AutoCAD file and the digital orthos then the GIS Technician will use the platted subdivision boundaries in that section. The subdivision boundaries will then be used as an anchor for the remaining parcel locations. If the section does not have a subdivision then the GIS Technician will identify the area for further deed research and a report to the Owner will be given. Should the boundaries diverge significantly from the corresponding features on the orthophoto or previously converted areas, we will document and communicate to the Owner the areas in question.

The Owner and The Schneider Corporation must recognize that without survey field work and regardless of whether COGO entry or heads-up conversion is used or not, there will be some uncertainties (some minute, others large) in the locations of all plotted boundaries when reconciliation with aerial photo features is required. It is not the responsibility of The Schneider Corporation to resolve errors within legal descriptions and plats.

Schneider will deliver GIS data on CD-ROM for:

- Parcel Lines
- Parcel Numbers
- Survey Control
- Parcel Dimensions
- Lot Numbers
- Link to Property Information

Tax Roll Reconciliation - Quality Control and Quality Assurance:

After the GIS is created, The Schneider Corporation will generate a report called Tax Roll Reconciliation. This entails two major functions; development of an acreage divergence report and a parcel mismatch report. These are generated by comparing the GIS databases with your County parcel database from Atek to identify parcel acreage that are out of tolerance (defined in the Project Initiation meetings), and parcels that exist in only the GIS or Owner database.

The Schneider Corporation will also teach the GIS Project Manager how to make the needed corrections to the GIS once the problem has been identified.

Split entry cut-off date

In the Project Initiation meeting a Parcel Split and Combination entry cut-off date will be established. Once conversion begins the county will need to track any new Parcel Splits and Combinations that occur. Entry of the Parcel Splits and Combinations that occur after the cut-off date will be the responsibility of the Owner to input into the GIS System.

Conversion Format

The Owner has chosen an ESRI ARC/INFO / ArcView solution for the Owner's geographic database. Although the final product will be an ARC/INFO / ArcView solution the conversion process will happen in AutoCAD.

GIS data capture for the parcels will be the parcel lines, existing annotation, subdivision boundaries, subdivision names, load date of the layer and the Parcel ID. The Parcel ID will serve as the connection between the GIS database and the Atek database. The GIS will retrieve acreage, owners name / information, and addresses from the Atek data. Addresses will be based on property location derived from the Atek data.

Schneider will complete the GIS Project by progressing through the steps depicted in the GIS Project flowchart found in *Report F* of the *Needs Assessment* with the digital orthos.

OWNER

By: Terry R. Abbott
Print: Terry R. Abbott
Title: Pres. Co. Comm
Date: 1-25-99